




Report to the Auburn City Council

Action Item

Agenda Item No. **3**City Manager Approval


To: Mayor and City Council Members
From: Bernie Schroeder, Director of Public Works 
Date: November 25, 2013
Subject: Palm Avenue Sidewalk Project – Consultant Agreements

The Issue

Shall the City Council authorize the Professional Services Agreements with Holdrege Kull, Inc. for Special Inspections and Material Testing Services, Andregg Geomatics for Construction Staking and Coastland Civil Engineering for Construction Phase services for the Palm Avenue Sidewalk Project?

Conclusion and Recommendation

Staff recommends that the City Council, BY RESOLUTION, authorize the Director of Public Works to execute consultant agreements with Holdrege & Kull for Special Inspections and Material Testing Services in an amount not to exceed \$29,402, Andregg Geomatics for Construction Staking in an amount not to exceed \$20,710 and Coastland Civil Engineering for Construction Phase services in an amount not to exceed \$24,690 for the Palm Avenue Sidewalk Project.

Background

With the award of the Palm Avenue Sidewalk Project, the project requires technical assistance from consultants. The design engineering firm, Coastland Civil Engineering, will be retained to provide construction support that will be provided throughout the construction of the project as well as provide the City record drawings of the project after construction is complete. The consultant contract with Coastland Civil Engineering will not exceed \$24,690. The project will require construction staking which will be conducted by Andregg Geomatics. The contract with Andregg Geomatics will not exceed \$20,710. The project will require special testing and materials testing which will be conducted by Holdrege & Kull. The contract with Holdrege & Kull will not exceed \$29,402.

All three of these consultant firms have been involved in previous portions of this project and due to their knowledge and expertise of the project, staff recommends authorizing approval of the consultant agreements.

Alternatives Available to Council; Implications of Alternatives

1. Adopt Staff Recommendations.
2. Adopt Amended Recommendations.
3. Do not adopt recommendations

Fiscal Impact

The approved FY 2013/14 Budget incorporates the Palm Avenue Sidewalk Project as a Capital Project in the Transportation Budget (Fund 26). To fully fund the Palm Avenue Sidewalk Project staff is requesting a budget amendment to appropriate an additional \$100,000 in Highway 49 Mitigation Funds and \$175,631 from the Local Transportation Fund. To maintain a balanced budget in the Transportation Fund; the Annual Road Overlay Project will be decreased by \$175,631 to allow for the budget adjustment for the Palm Avenue Sidewalk Project.

The budget for the Palm Avenue Sidewalk Project incorporates the costs associated with the consultant agreements with Coastland Civil Engineering in the amount of \$24,690, Andregg Geomatics in the amount of \$20,710 and Holdrege & Kull in the amount of \$29,402.

The total project costs for the projects are as follows:

Construction Phase Consultant Costs	\$74,802
City of Auburn Staff Allocation (estimate)	\$50,000
<u>Construction Award</u>	<u>\$1,494,908</u>
Total	\$1,619,710

The majority of the funding for this phase of the project are federal funds that are administered by the State of California Department of Transportation under the Federal Safe Routes to School program as well as Congestion Mitigation Air Quality (CMAQ) funding. Following is a breakdown of the funding:

CMAQ – Congestion Mitigation Air Quality	\$102,033
Federal Safe Routes to School Program	\$781,579
Highway 49 Traffic Mitigation Fund	\$431,388
Reimbursement from PCWA	\$79,430
Local Transportation Fund	\$175,631
<u>Local Transportation Fund Bicycle & Pedestrian</u>	<u>\$49,649</u>
Total	\$1,619,710

Attachments: Professional Service Agreements
Resolutions

PROFESSIONAL SERVICES AGREEMENT
Providing Payment of Prevailing Wages
(City of Auburn / Holdrege & Kull, Inc.)

1. IDENTIFICATION

THIS PROFESSIONAL SERVICES AGREEMENT ("Agreement") is entered into by and between the City of Auburn a California municipal corporation ("City") and ***Holdrege & Kull, Inc. a California, Corporation*** ("Consultant").

2. RECITALS

- 2.1 City has determined that it requires the following professional services from a consultant: ***Special Inspection & Material Testing Services and Engineering Consultation for Palm Avenue Sidewalk Project.***
- 2.2 Consultant represents that it is fully qualified to perform such professional services by virtue of its experience and the training, education and expertise of its principals and employees. Consultant further represents that it is willing to accept responsibility for performing such services in accordance with the terms and conditions set forth in this Agreement.

NOW, THEREFORE, for and in consideration of the mutual covenants and conditions herein contained, City and Consultant agree as follows:

3. DEFINITIONS

- 3.1 "Scope of Services": Such professional services as are set forth in Consultant's ***September 27, 2013*** proposal to City attached hereto as Exhibit A and incorporated herein by this reference.
- 3.2 "Approved Fee Schedule": Such compensation rates as are set forth in Consultant's ***September 27, 2013*** fee schedule to City attached hereto as Exhibit B and incorporated herein by this reference.
- 3.3 "Commencement Date": November 25, 2013.
- 3.4 "Expiration Date": November 30, 2014.

4. **TERM**

The term of this Agreement shall commence at 12:00 a.m. on the Commencement Date and shall expire at 11:59 p.m. on the Expiration Date unless extended by written agreement of the parties or terminated earlier in accordance with Section 17 ("Termination") below.

5. **CONSULTANT'S SERVICES**

- 5.1 Consultant shall perform the services identified in the Scope of Services. City shall have the right to request, in writing, changes in the Scope of Services. Any such changes mutually agreed upon by the parties, and any corresponding increase or decrease in compensation, shall be incorporated by written amendment to this Agreement. In no event shall the total compensation and costs payable to Consultant under this Agreement exceed the sum of Twenty Nine Thousand Four Hundred Two Dollars (\$29,402) unless specifically approved in advance and in writing by City.
- 5.2 Consultant shall obtain a City business license prior to commencing performance under this Agreement.
- 5.3 Consultant shall perform all work to the highest standards of Consultant's profession and in a manner reasonably satisfactory to City. Consultant shall comply with all applicable federal, state and local laws and regulations, including the conflict of interest provisions of Government Code Section 1090 and the Political Reform Act (Government Code Section 81000 *et seq.*).
- 5.4 During the term of this Agreement, Consultant shall not perform any work for another person or entity for whom Consultant was not working at the Commencement Date if both (i) such work would require Consultant to abstain from a decision under this Agreement pursuant to a conflict of interest statute and (ii) City has not consented in writing to Consultant's performance of such work.
- 5.5 Consultant represents that it has, or will secure at its own expense, all personnel required to perform the services identified in the Scope of Services. All such services shall be performed by Consultant or under its supervision, and all personnel engaged in the work shall be qualified to perform such services. **Curt Johnson** shall be Consultant's project administrator and shall have direct responsibility for management of Consultant's performance under this Agreement. No change shall be made in Consultant's project administrator without City's prior written consent.
- 5.6 To the extent that the Scope of Services involves trenches deeper than four feet (4'), Contractor shall promptly, and before the following conditions are disturbed, notify the City, in writing, of any:

(1) Material that the contractor believes may be material that is hazardous waste, as defined in Health and Safety Code § 25117 which is required to be removed to a Class I, Class II, or Class III disposal site in accordance with provisions of law.

(2) Subsurface or latent physical conditions at the site differing from those indicated by information about the site made available to bidders prior to the deadline for submitting bids.

(3) Unknown physical conditions at the site of any unusual nature that materially differ from those ordinarily encountered and generally recognized as inherent in work of the character provided for in this Agreement.

City shall promptly investigate the conditions, and if it finds that the conditions do so materially differ, or involve hazardous waste, and cause a decrease or increase in the contractor's cost of, or the time required for, performance of any part of the work, the City shall issue a change order under the procedures described in this Agreement.

6. COMPENSATION

6.1 City agrees to compensate Consultant for the services provided under this Agreement, and Consultant agrees to accept payment in accordance with the Approved Fee Schedule in full satisfaction for such services.

6.2 Consultant shall submit to City an invoice, on a monthly basis or less frequently, for services performed pursuant to this Agreement. Each invoice shall itemize the services rendered during the billing period and the amount due. City shall not withhold applicable taxes or other payroll deductions from payments made to Consultant except as otherwise required by law.

6.3 Payments for any services requested by City and not included in the Scope of Services shall be made to Consultant by City on a time-and-materials basis pursuant to the Approved Fee Schedule. Consultant shall be entitled to increase the fees in this fee schedule at such time as it increases its fees for its clients generally; provided, however, in no event shall Consultant be entitled to increase fees for services rendered before the thirtieth day after Consultant notifies City in writing of an increase in that fee schedule or to compensation other than in compliance with this Agreement, including, without limitation, Section 5.1 above..

6.4 To the extent applicable, this Agreement is further subject to the provisions of Article 1.7 (commencing at § 20104.50) of Division 2, Part 3 of the Public Contract Code regarding prompt payment of contractors by local governments. Article 1.7 mandates certain procedures for the payment of undisputed and

properly submitted payment requests within 30 days after receipt, for the review of payment requests, for notice to the contractor of improper payment requests, and provides for the payment of interest on progress payment requests which are not timely made in accordance with this Article. This Agreement hereby incorporates the provisions of Article 1.7 as though fully set forth herein.

- 6.5 To the extent applicable, at any time during the term of the Agreement, the Consultant may at its own expense substitute securities equivalent to the amount withheld as retention (or the retained percentage) in accordance with Public Contract Code § 22300. At the request and expense of the consultant, securities equivalent to the amount withheld shall be deposited with the City, or with a state or federally chartered bank in this state as the escrow agent, who shall then pay those moneys to the City. Upon satisfactory completion of the contract, the securities shall be returned to the Consultant.

7. OWNERSHIP OF WRITTEN PRODUCTS

All reports, documents or other written material ("written products" herein) developed by Consultant in the performance of this Agreement shall be and remain the property of City without restriction or limitation upon use or dissemination by City. Consultant may take and retain copies of such written products as desired, but shall not seek to copyright such written products.

8. RELATIONSHIP OF PARTIES

Consultant is, and shall at all times remain as to City, a wholly independent contractor. Consultant shall have no power to incur any debt, obligation, or liability on behalf of City or otherwise to act on behalf of City as an agent. Neither City nor any of its agents shall have control over the conduct of Consultant or any of Consultant's employees, except as set forth in this Agreement. Consultant shall not represent that it is, or that any of its agents or employees are, in any manner employees of City.

Under no circumstances shall Consultant look to the City as his employer. Consultant shall not be entitled to any benefits. City makes no representation as to the effect of this independent contractor relationship on Consultant's previously earned PERS retirement benefits, and Consultant specifically assumes the responsibility for making such a determination. Consultant shall be responsible for all reports and obligations including, but not limited to: social security taxes, income tax withholding, unemployment insurance, disability insurance, and workers' compensation.

9. CONFIDENTIALITY

All data, documents, discussion, or other information developed or received by Consultant or provided for performance of this Agreement are deemed confidential and shall not

be disclosed by Consultant without prior written consent by City. City shall grant such consent if disclosure is legally required. Upon request, all City data shall be returned to City upon the termination or expiration of this Agreement.

10. INDEMNIFICATION

- 10.1 The parties agree that City, its officers, agents, employees and volunteers should, to the fullest extent permitted by law, be protected from any and all loss, injury, damage, claim, lawsuit, cost, expense, attorneys' fees, litigation costs, taxes, or any other cost arising out of or in any way related to the performance of this Agreement. Accordingly, the parties intend the provisions of this indemnity provision to be interpreted and construed to provide the City with the fullest protection possible under the law. Consultant acknowledges that City would not enter into this Agreement in the absence of Consultant's commitment to indemnify and protect City as set forth herein.
- 10.2 To the fullest extent permitted by law, Consultant shall indemnify, hold harmless, and when the City requests with respect to a claim provide a deposit for the defense of, and defend City, its officers, agents, employees and volunteers from and against any and all claims, losses, costs and expenses for any damage due to death or injury to any person, whether physical, emotional, consequential or otherwise, and injury to any property arising out of or in connection with Consultant's alleged negligence, recklessness or willful misconduct or other wrongful acts, errors or omissions of Consultant or any of its officers, employees, servants, agents, or subcontractors, or anyone directly or indirectly employed by either Consultant or its subcontractors, in the performance of this Agreement or its failure to comply with any of its obligations contained in this Agreement, except such loss or damage which is caused by the sole active negligence or willful misconduct of the City. Such costs and expenses shall include reasonable attorneys' fees due to counsel of City's choice, expert fees and all other expenses of litigation. Consultant shall not be entitled to any refund of attorneys' fees, defense costs or expenses in the event that it is adjudicated to have been non-negligent.
- 10.3 City shall have the right to offset against any compensation due Consultant under this Agreement any amount due City from Consultant as a result of Consultant's failure to pay City promptly any indemnification arising under this Section 10 and any amount due City from Consultant arising from Consultant's failure either to (i) pay taxes on amounts received pursuant to this Agreement or (ii) comply with applicable workers' compensation laws.
- 10.4 The obligations of Consultant under this Section 10 are not limited by the provisions of any workers' compensation or similar statute. Consultant expressly

waives its statutory immunity under such statutes as to City, its officers, agents, employees and volunteers.

- 10.5 Consultant agrees to obtain executed indemnity agreements with provisions identical to those set forth here in this Section 10 from each and every subcontractor or any other person or entity involved by, for, with or on behalf of Consultant in the performance of this Agreement. If Consultant fails to obtain such indemnity obligations from others, Consultant agrees to indemnify, hold harmless and defend City, its officers, agents, employees and volunteers from and against any and all claims, losses, costs and expenses for any damage due to death or injury to any person and injury to any property resulting from any alleged intentional, reckless, negligent, or otherwise wrongful acts, errors or omissions of Consultant's subcontractors or any other person or entity involved by, for, with or on behalf of Consultant in the performance of this Agreement. Such costs and expenses shall include reasonable attorneys' fees incurred by counsel of City's choice.
- 10.6 City does not, and shall not, waive any rights that it may possess against Consultant because of the acceptance by City, or the deposit with City, of any insurance policy or certificate required pursuant to this Agreement. This hold harmless and indemnification provision shall apply whether or not any insurance policies apply to a claim, demand, damage, liability, loss, cost or expense.

11. INSURANCE

- 11.1 During the term of this Agreement, Consultant shall carry, maintain, and keep in full force and effect insurance against claims for death or injuries to persons or damages to property that may arise from or in connection with Consultant's performance of this Agreement. Such insurance shall be of the types and in the amounts as set forth below:
- 11.1.1 Comprehensive General Liability Insurance with coverage limits of not less than One Million Dollars (\$1,000,000) including products and operations hazard, contractual insurance, broad form property damage, independent consultants, personal injury, underground hazard, and explosion and collapse hazard where applicable.
- 11.1.2 Automobile Liability Insurance for vehicles used in connection with the performance of this Agreement with minimum limits of One Million Dollars (\$1,000,000) per claimant and One Million dollars (\$1,000,000) per incident.
- 11.1.3 Worker's Compensation insurance if and as required by the laws of the State of California.

- 11.1.4 Professional Errors and Omissions Insurance with coverage limits of not less than One Million Dollars (\$1,000,000) per occurrence and Two Million Dollars (\$2,000,000) aggregate.
- 11.2 Consultant shall require each of its subcontractors to maintain insurance coverage that meets all of the requirements of this Agreement.
- 11.3 The policy or policies required by this Agreement shall be issued by an insurer admitted in the State of California and with a rating of at least A:VII in the latest edition of Best's Insurance Guide except for Professional Liability, which may have a rating of A:V.
- 11.4 Consultant agrees that if it does not keep the insurance coverages required by this Agreement in full force and effect, City may either (i) immediately terminate this Agreement; or (ii) take out the necessary insurance and pay the premium(s) thereon at Consultant's expense.
- 11.5 At all times during the term of this Agreement, Consultant shall maintain on file with City's Risk Manager a certificate or certificates of insurance showing that the required coverages are in effect and naming the City and its officers, employees, agents and volunteers as additional insureds. Prior to commencement of work under this Agreement, Consultant shall file such certificate(s) with City's Risk Manager.
- 11.6 Consultant shall provide proof that policies of insurance required by this Agreement expiring during the term of this Agreement have been renewed or replaced with other policies providing at least the same coverage. Such proof will be furnished at least two weeks prior to the expiration of the coverages.
- 11.7 The general liability and automobile policies of insurance required by this Agreement shall contain an endorsement naming City and its officers, employees, agents and volunteers as additional insureds. All of the policies required under this Agreement shall contain an endorsement providing that the policies cannot be canceled or reduced except on thirty days' prior written notice to City. Consultant agrees to require its insurer to modify the certificates of insurance to delete any exculpatory wording stating that failure of the insurer to mail written notice of cancellation imposes no obligation, and to delete the word "endeavor" with regard to any notice provisions.
- 11.8 The insurance provided by Consultant shall be primary to any other coverage available to City. Any insurance or self-insurance maintained by City and/or its officers, employees, agents or volunteers shall be in excess of Consultant's insurance and shall not contribute with it.

- 11.9 All insurance coverage provided pursuant to this Agreement shall not prohibit Consultant, and Consultant's employees, agents or subcontractors, from waiving the right of subrogation prior to a loss. Consultant hereby waives all rights of subrogation against the City.
- 11.10 Any deductibles or self-insured retentions must be declared to and approved by the City. At the option of City, Consultant shall either reduce or eliminate the deductibles or self-insured retentions with respect to City, or Consultant shall procure a bond in the amount of the deductible or self-insured retention to guarantee payment of losses and expenses.
- 11.11 Procurement of insurance by Consultant shall not be construed as a limitation of Consultant's liability or as full performance of Consultant's duties to indemnify, hold harmless and defend under Section 10 of this Agreement.
- 11.12 If Consultant maintains higher limits than the minimums shown above, the City requires and shall be entitled to coverage for the higher limits maintained by the Consultant.

12. MUTUAL COOPERATION

- 12.1 City shall provide Consultant with all pertinent data, documents and other requested information as is reasonably available for the proper performance of Consultant's services under this Agreement.
- 12.2 If any claim or action is brought against City relating to Consultant's performance in connection with this Agreement, Consultant shall render any reasonable assistance that City may require in the defense of that claim or action.

13. RECORDS AND INSPECTIONS

Consultant shall maintain full and accurate records with respect to all matters covered under this Agreement for a period of three years after the expiration or termination of this Agreement. City shall have the right to access and examine such records, without charge, during normal business hours. City shall further have the right to audit such records, to make transcripts therefrom and to inspect all program data, documents, proceedings, and activities.

14. PERMITS AND APPROVALS

Consultant shall obtain, at its sole cost and expense, all permits and regulatory approvals necessary for Consultant's performance of this Agreement. This includes, but shall not be limited to, professional licenses, encroachment permits and building and safety permits and inspections.

15. NOTICES

Any notices, bills, invoices, or reports required by this Agreement shall be deemed received on: (i) the day of delivery if delivered by hand, facsimile or overnight courier service during Consultant's and City's regular business hours; or (ii) on the third business day following deposit in the United States mail if delivered by mail, postage prepaid, to the addresses listed below (or to such other addresses as the parties may, from time to time, designate in writing).

If to City

City of Auburn
1225 Lincoln Way
Auburn CA 95603
Telephone: (530) 823-4211 x ____
Facsimile: (530) 823-4216

If to Consultant:

Holdrege & Kull
Attention: Tom Holdrege
792 Searls Ave
Nevada City, CA 95959
Telephone: (530) 478-1305
Facsimile: (530) 478-1019

With courtesy copy to:

Michael G. Colantuono, Esq.
Auburn City Attorney
Colantuono & Levin, P.C.
11364 Pleasant Valley Road
Penn Valley, CA 95946
Telephone: (530) 432-7357
Facsimile: (530) 432-7356

16. SURVIVING COVENANTS

The parties agree that the covenants contained in Section 9, Section 10, Paragraph 12.2 and Section 13 of this Agreement shall survive the expiration or termination of this Agreement.

17. TERMINATION

17.1. City may terminate this Agreement for any reason on five calendar days' written

notice to Consultant. Consultant may terminate this Agreement for any reason on thirty calendar days' written notice to City. Consultant agrees to cease all work under this Agreement on or before the effective date of any notice of termination. All City data, documents, objects, materials or other tangible things shall be returned to City upon the termination or expiration of this Agreement.

- 17.2 If City terminates this Agreement due to no fault or failure of performance by Consultant, then Consultant shall be paid based on the work satisfactorily performed at the time of termination. In no event shall Consultant be entitled to receive more than the amount that would be paid to Consultant for the full performance of the services required by this Agreement as provided in Section 5.1 above and as otherwise provided in this Agreement.

18. **GENERAL PROVISIONS**

- 18.1 Consultant shall not delegate, transfer, subcontract or assign its duties or rights hereunder, either in whole or in part, without City's prior written consent, and any attempt to do so shall be void and of no effect. City shall not be obligated or liable under this Agreement to any party other than Consultant.
- 18.2 In the performance of this Agreement, Consultant shall not discriminate against any employee, subcontractor, or applicant for employment because of race, color, creed, religion, sex, marital status, sexual orientation, national origin, ancestry, age, physical or mental disability, medical condition or any other unlawful basis.
- 18.3 The captions appearing at the commencement of the sections hereof, and in any paragraph thereof, are for convenience in reference to this Agreement. Should there be any conflict between such heading, and the section or paragraph thereof at the head of which it appears, the section or paragraph shall govern construction of this Agreement. Masculine or feminine pronouns shall be substituted for the neuter form and vice versa, and the plural shall be substituted for the singular and vice versa, in any place or places herein in which the context requires such substitution(s).
- 18.4 The waiver by City or Consultant of any breach of any term, covenant or condition herein contained shall not be deemed to be a waiver of any other term, covenant or condition or of any subsequent breach of the same or any other term, covenant or condition herein contained. No term, covenant or condition of this Agreement shall be deemed to have been waived by City or Consultant unless in writing signed by one authorized to bind the party to be charged with the waiver.
- 18.5 Consultant shall not be liable for any failure to perform if Consultant presents acceptable evidence, in City's sole judgment, that such failure was due to causes beyond the control and without the fault or negligence of Consultant.

- 18.6 Each right, power and remedy provided for herein or now or hereafter existing at law, in equity, by statute, or otherwise shall be cumulative and shall be in addition to every other right, power, or remedy provided for herein or now or hereafter existing at law, in equity, by statute, or otherwise. The exercise, the commencement of the exercise, or the forbearance from the exercise by any party of any one or more of such rights, powers or remedies shall not preclude the simultaneous or later exercise by such party of any or all of such other rights, powers or remedies. If legal action shall be necessary to enforce any term, covenant or condition contained in this Agreement, the party prevailing in such action, whether or not reduced to judgment, shall be entitled to its reasonable court costs, including any accountants' and attorneys' fees expended in the action. The venue for any litigation shall be Placer County, California and Consultant hereby consents to jurisdiction in Placer County for purposes of resolving any dispute or enforcing any obligation arising under this Agreement.
- 18.7 If any term or provision of this Agreement or the application thereof to any person or circumstance shall, to any extent, be invalid or unenforceable, then such term or provision shall be amended to, and solely to the extent necessary to, cure such invalidity or unenforceability, and in its amended form shall be enforceable. In such event, the remainder of this Agreement, or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby, and each term and provision of this Agreement shall be valid and be enforced to the fullest extent permitted by law.
- 18.8 This Agreement shall be governed and construed in accordance with the laws of the State of California.
- 18.9 All documents referenced as exhibits in this Agreement are hereby incorporated into this Agreement. In the event of any material discrepancy between the provisions of this Agreement and those of any document incorporated herein by reference, the provisions of this Agreement shall prevail. This instrument contains the entire Agreement between City and Consultant with respect to the transactions contemplated herein. No other prior oral or written agreements are binding upon the parties. Amendments hereto or deviations herefrom shall be effective and binding only if made in writing and executed on behalf of the City and Consultant.
- 18.10 To the extent applicable, this Agreement is further subject to the provisions of Article 1.5 (commencing at Section 20104) of Division 2, Part 3 of the Public Contract Code regarding the resolution of public works claims of less than \$375,000. Article 1.5 mandates certain procedures for the filing of claims and supporting documentation by the contractor, for the response to such claims by

the contracting public agency, for a mandatory meet and confer conference upon the request of the contractor, for mandatory nonbinding mediation in the event litigation is commenced, and for mandatory judicial arbitration if the parties fail to resolve the dispute through mediation. This Agreement hereby incorporates the provisions of Article 1.5 as though fully set forth herein.

18.11 This Agreement is further subject to the provisions of California Public Contracts Code § 6109 which prohibits the Consultant from performing work on this project with a subcontractor who is ineligible to perform work on the project pursuant to §§ 1777.1 or 1777.7 of the Labor Code.

18.12 Consultant shall maintain any and all ledgers, books of account, invoices, vouchers, canceled checks, and other records or documents evidencing or relating to charges for services or expenditures and disbursements charged to City under this Agreement for a minimum of three (3) years, or for any longer period required by law, from the date of final payment to Consultant under this Agreement. All such documents shall be made available for inspection, audit, and/or copying at any time during regular business hours, upon oral or written request of City. In addition, pursuant to Government Code Section 8546.7, if the amount of public funds expended under this Agreement exceeds ten thousand dollars, all such documents and this Agreement shall be subject to the examination and audit of the State Auditor, at the request of City or as part of any audit of City, for a period of three (3) years after final payment under the Agreement.

19 PREVAILING WAGES

19.1 To the extent that the estimated amount of this Agreement exceeds \$1,000, this Agreement is subject to prevailing wage law, including, but not limited to, the following:

19.1.1 The Consultant shall pay the prevailing wage rates for all work performed under the Agreement. When any craft or classification is omitted from the general prevailing wage determinations, the Consultant shall pay the wage rate of the craft or classification most closely related to the omitted classification. The Consultant shall forfeit as a penalty to City \$50.00 or any greater penalty provided in the Labor Code for each calendar day, or portion thereof, for each worker paid less than the prevailing wage rates for any work done under the Agreement employed in the execution of the work by Consultant or by any subcontractor of Consultant in violation of the provisions of the Labor Code. In addition, the difference between such prevailing wage rates and the amount paid to each worker for each calendar day, or portion thereof, for which

each worker was paid less than the prevailing wage rate shall be paid to each worker by the Consultant.

19.1.2 Consultant shall comply with the provisions of Labor Code § 1777.5 concerning the employment of apprentices on public works projects, and further agrees that Consultant is responsible for compliance with § 1777.5 by all of its subcontractors.

19.1.3 Pursuant to Labor Code § 1776, Consultant and any subcontractor shall keep accurate payroll records, showing the name, address, social security number, work classification, straight time and overtime hours worked each day and week, and the actual per diem wages paid to each journeyman, apprentice, worker, or other employee employed by Consultant in connection with this Agreement. Each payroll record shall contain or be verified by a written declaration that it is made under penalty of perjury, stating both of the following: (1) The information contained in the payroll record is true and correct; and (2) The employer has complied with the requirements of Labor Code §§ 1811, and 1815 for any work performed by his or her employees on the public works project. The payroll records enumerated under subdivision (a) shall be certified and shall be available for inspection at all reasonable hours as required by Labor Code § 1776.

19.2 To the extent that the estimated amount of this Agreement exceeds \$1,000, this Agreement is further subject to 8-hour work day and wage and hour penalty law, including, but not limited to, Labor Code §§ 1810 and 1813, as well as California nondiscrimination laws, as follows:

19.2.1 Consultant shall strictly adhere to the provisions of the Labor Code regarding the 8-hour day and the 40-hour week, overtime, Saturday, Sunday and holiday work and nondiscrimination on the basis of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, marital status, sex or sexual orientation, except as provided in Government Code § 12940. Pursuant to the Labor Code, eight hours' labor shall constitute a legal day's work. Work performed by Consultant's employees in excess of eight hours per day, and 40 hours during any one week, must include compensation for all hours worked in excess of eight hours per day, or 40 hours during any one week, at not less than one and one-half times the basic rate of pay. Consultant shall forfeit as a penalty to City \$25.00 or any greater penalty set forth in the Labor Code for each worker

employed in the execution of the work by Consultant or by any Subcontractor of Consultant, for each calendar day during which such worker is required or permitted to the work more than eight hours in one calendar day or more than 40 hours in any one calendar week in violation of the Labor Code.

- 19.3 Consultant shall maintain any and all ledgers, books of account, invoices, vouchers, canceled checks, and other records or documents evidencing or relating to charges for services or expenditures and disbursements charged to City under this Agreement for a minimum of three (3) years, or for any longer period required by law, from the date of final payment to Consultant under this Agreement. All such documents shall be made available for inspection, audit, and/or copying at any time during regular business hours, upon oral or written request of City. In addition, pursuant to Government Code Section 8546.7, if the amount of public funds expended under this Agreement exceeds ten thousand dollars, all such documents and this Agreement shall be subject to the examination and audit of the State Auditor, at the request of City or as part of any audit of City, for a period of three (3) years after final payment under the Agreement.

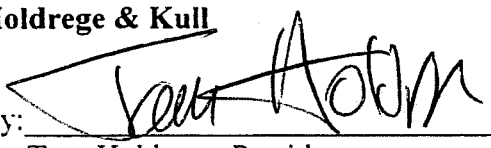
TO EFFECTUATE THIS AGREEMENT, the parties have caused their duly authorized representatives to execute this Agreement on the dates set forth below.

"City"
City of Auburn

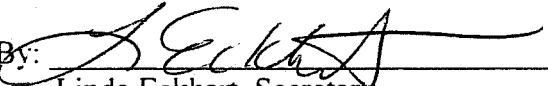
By: _____

Date: _____

"Consultant"
Holdrege & Kull

By: 
Tom Holdrege, President

Date: 11/6/13

By: 
Linda Eckhart, Secretary


Date: 11/6/13

Attest:

By _____
Deputy City Clerk

Date: _____

Approved as to form:

By  _____
Michael G. Colantuono, City Attorney
R. Cobden [^] Asst.

Date: 11/14/2013

EXHIBIT A SCOPE OF WORK



Proposal No. PL13071
September 27, 2013

Bernie Schroeder, Director of Public Works
City of Auburn
1225 Lincoln Way
Auburn, CA 95603

Reference: *Palm Avenue Safe Routes To School Sidewalk & Bike Lane Project*
Auburn, California

Subject: *Proposal for Special Inspection and Materials Testing Services
and Engineering Consultation*

Dear Ms. Schroeder,

Holdrege & Kull (H&K) is pleased to present you with this proposal to provide materials testing services for the Palm Avenue Safe Routes to School project located in the City of Auburn, California. We have also included a task to address an anomalous lead detection at the site during a previous investigation.

PROPOSED SCOPE OF SERVICES

Based on our understanding of the project, H&K will perform the following scope of services. Unless otherwise specified, a representative of H&K with the appropriate qualifications will perform each task.

Special Inspection and Materials Testing Services

The project will require periodic to continuous materials testing to determine compliance with the client provided specifications and plans. H&K will provide the following services as requested:

- Periodic special inspection per California Building Code (2010) Section 1704A.4 during construction of structural concrete for masonry retaining walls.
- Periodic special inspection (level one) per California Building Code (2010) Section 1704A.5 during construction of structural masonry.
- Periodic field density testing and observation per California Department of Transportation Standards (2010) during construction of engineered fill.
- Periodic field density testing and observation per California Department of Transportation Standards (2010) during construction of trench backfill for storm drain infrastructure.
- Periodic field density testing and observation per California Department of Transportation Standards (2010) during construction of trench backfill for 8-inch water main.

- Periodic field sampling and observation per California Department of Transportation Standards (2010) during construction of Hot Mix Asphalt (HMA) pavement sections.
- Perform laboratory testing to support the special inspection and materials testing being completed in the field.
- Prepare and distribute field and/or laboratory reports detailing the results of testing performed.
- Prepare and distribute a summary letter documenting the Special Inspection and Material Testing services provided.

Engineering Consultation Regarding Impacted Soil

H&K will also provide engineering consultation to address the anomalous lead detection at the site. An engineer or geologist will visit the site to obtain up to 6 samples in the area of the previous detection for laboratory analysis. We anticipate that an engineer will visit the site during construction to observe placement of the soil as fill during retaining wall construction. We estimate the fee for engineering consultation in regard to the impacted soil would be \$2,100. The fee estimate is based on laboratory analysis of up to 6 soil samples for lead, up to 4 hours of Senior Engineer time, and up to 12 hours of Staff Engineer time.

SCHEDULE

We will perform the services outlined above once H&K receives authorization to proceed, weather and site conditions permitting. The time required for our services is dependent on the contractor's schedule. H&K relies on the client or the client's representative to notify H&K in advance of work being performed which requires observation and/or testing.

TERMS

Actual fees will depend on contractor and subcontractor efficiency, suppliers, production schedules, and manpower commitments to various phases of construction. Actual fees will be based on the fee schedule in effect at the time services are provided. Should any conditions be encountered which require additional testing outside the scope of services outlined above, we will advise you promptly and obtain your approval on a recommended course of action. We can provide additional testing services beyond this estimate, at your request. We have assumed that prevailing wage rates will apply during the course of the contract. We estimate the cost to provide the special inspection and materials testing services outlined above and detailed in the attached fee estimate will be \$29,400. The estimated fee for engineering consultation in regard to the impacted soil is \$2,100.

HOLDREGE & KULL

PL13071 - Palm Avenue Safe Routes to School
September 27, 2013

Proposal for Construction Materials Testing Services
Page 3

We appreciate the opportunity to submit this proposal and we look forward to working with you. If you have any questions or need further information, please call.

Sincerely,

HOLDREGE & KULL

Curt A. Johnson
Field Supervisor

Enclosures: 2013 Fee Schedule
Fee Estimate Detail

F:\2 Proposals\PL13071 Palm Avenue Realignment - Auburn\Contract Documents\PL13071-01-01_13-3624 palm ave proposal.doc

HOLDREGE & KULL

EXHIBIT B APPROVED FEE SCHEDULE



2013 FEE SCHEDULE

Personnel	Hourly Rate
Project Assistant	\$70
AutoCAD Operator	\$90
Technical Editor	\$28
Assistant Engineer/Geologist	\$100
Staff Scientist/Toxicologist	\$115
Staff Engineer/Geologist	\$115
Project Engineer/Geologist	\$130
Senior Engineer/Geologist	\$145
Associate Engineer/Geologist	\$155
Principal	\$215
Expert Testimony and Deposition (four-hour minimum)	\$300
Engineering Technician I	\$75
Engineering Technician II	\$80
Engineering Technician III	\$85
Certified Welding Inspector (CWI/AWS)	\$95
Non-Destructive Testing (NDT) Technician	\$95
ASNT Level III	\$155
Supervisory Technician	\$105
Construction Services Manager I	\$130
Construction Services Manager II	\$155

Prevailing Wage Services	Hourly Rate
Field Soils and Materials Tester, Soils/Asphalt	\$103
ACI Concrete Tester	\$103
ICC Fireproofing	\$103
Proofload/Torque Testing	\$103
Certified Welding Inspector (CWI/AWS)	\$108
ICC Certified Structural Inspector	\$108
DSA Masonry/Shotcrete and Lead inspector	\$108

Field Equipment	Unit Rate
All-Terrain Vehicle	\$35/Day
Cone Penetrometer	\$150/Day
Core Drill Machine	\$150 Half Day/\$200 Full Day
DAQ III/Seismic Refraction Survey	\$500/Day
Excavator with Operator	\$95/Hour
Pachometer	\$40/Day
pH/Conductivity Meter	\$50/Day
Photoionization Detector (PID)	\$100/Day
Tension Ram	\$25/Day
Thin Lift Asphalt Concrete Nuclear Density Gauge	\$100/Day
Turbidity Meter	\$50/Day
Water Quality Meter (pH, conductivity, temperature, DO)	\$100/Day
1.5-Inch Pump and Controllers	\$125/Day
4-Inch Pump with Trailer	\$150/Day

Notes

- Mileage and hourly rates will be charged portal to portal. Mileage will be billed at \$0.65 per mile.
- Outside services will be billed at our cost plus 20 percent.
- Overtime rates for Saturday, Sunday, holiday or over 8 hours/day: hourly rate plus \$30/hour.
- Prevailing wage overtime rates for Saturday or over 8 hours/day: hourly rate plus \$30/hour.
- Prevailing wage double time rates for Sunday, holiday or over 12 hours/day: hourly rate plus \$60/Hour.
- Prevailing wage second shift rates: hourly rate plus \$10/Hour.
- A minimum 2 hour fee will be charged for any site visit.
- Per Diem will be billed at cost unless other arrangements are made.

Rev. 1/25/13



2013 LABORATORY TESTING SERVICES

Soil
Aggregate
Concrete
Asphalt

ASTM Test Methods		Unit Cost
■	ASTM A615, Reinforcing Steel Tensile Test to #8	\$80
■	ASTM A615, Reinforcing Steel Bend Test to #8	\$25
■	ASTM C39, Concrete Compressive Strength	\$30
■	ASTM C78, Flexural Strength of Concrete	\$95
■	ASTM C140, CMU Strength, Unit Weight, Absorption	\$180
■	ASTM C780, Compressive Strength Mortar	\$30
■	ASTM C1019, Compressive Strength Grout	\$30
■	ASTM C1314, Compressive Strength Masonry Prisms	\$100
■ ■	ASTM C136, D422A Full Sieve Particle Size Analysis	\$120
■	ASTM D422B, Long Hydrometer Particle Size Analysis (specific gravity not included)	\$120
■ ■	ASTM D422C, Full Sieve w/ Long Hydrometer Particle Size Analysis (spec. gravity not incl.)	\$160
■ ■	ASTM D698, D1557, Compaction Curves (4-nch mold)	\$190
■ ■	ASTM D698, D1557, Compaction Curves (6-nch mold)	\$200
■ ■	ASTM D854, Specific Gravity	\$85
■ ■ ■	ASTM C117, D1140, No. 200 Mesh Wash Particle Size Analysis	\$80
■	ASTM D2166, Unconfined Compression Shear Strength	\$90
■ ■	ASTM D2216, Oven Moisture Content	\$27
■ ■	ASTM D2419, Sand Equivalent	\$100
■ ■	ASTM D2434, Constant Head Permeability	\$160
■ ■	ASTM D2435, One-Dimensional Consolidation (per point)	\$80
■ ■	ASTM D2844, Resistance Value	\$250
■ ■	ASTM D2850, Unconsolidated, Undrained, Triaxial Shear Strength (per point)	\$135
■ ■	ASTM D2937, Density-Moisture	\$32
■ ■	ASTM D3080, Direct Shear Strength (3 points minimum)	\$280
■	ASTM D4318, Atterberg Indices (Dry Method)	\$140
■	ASTM D4546, One-Dimensional Settlement or Swell (per point)	\$80
■	ASTM D4767, Consolidated, Undrained, Triaxial Shear Strength (per point)	\$160
■	ASTM D4829, Expansion Index (UBC Expansion Index)	\$140
■	ASTM D4832, Strength of CLSM	\$40
■	ASTM D5084, Falling Head Permeability	\$230
California Test Methods		
■ ■ ■ ■	CTM 202, Analysis of Fine Coarse Aggregate	\$120
■ ■	CTM 205, Percent of Crushed Particles	\$80
■ ■ ■	CTM 206, Specific Gravity/Absorption Coarse Aggregate	\$100
■ ■ ■	CTM 207, Specific Gravity/Absorption Fine Aggregate	\$100
■ ■ ■	CTM 208, Apparent Specific Gravity of Fine Aggregate	\$90
■ ■	CTM 216, Maximum Wet Density Determination	\$200
■ ■ ■ ■	CTM 217, Sand Equivalent	\$100
■ ■ ■ ■	CTM 226, Moisture Content by Oven	\$27
■ ■ ■	CTM 227, Evaluating Cleanliness of Coarse Aggregate	\$95
■ ■ ■	CTM 229, Durability Index	\$140
■ ■ ■ ■	CTM 234, Uncompacted Void Content of Fine Aggregate	\$100
■ ■	CTM 235, Percent of Flat and Elongated Particles	\$80
■ ■	CTM 308, Bulk Density Hot Mix Asphalt (HMA)	\$35
■ ■	CTM 309, Max Specific Gravity of HMA	\$150
■ ■	CTM 370, Moisture Content with Microwave	\$22
■ ■	CTM 382, Asphalt Content by Ignition Method	\$145
■	Caltrans LP 2, Voids in Mineral Aggregate	\$50
■	Caltrans LP 3, Voids Filled with Asphalt	\$50
■	Caltrans LP 4, Dust Proportion	\$50

This is a partial list of the most common laboratory tests. ASTM/CTM Standards are used as guidelines

55

NON-COLLUSION DECLARATION

TO BE EXECUTED BY
BIDDER AND SUBMITTED WITH BID

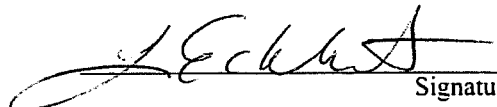
The undersigned declares:

I am the Secretary of Holdrege & Kull, the party making the foregoing bid.

The bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation. The bid is genuine and not collusive or sham. The bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid. The bidder has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham bid, or to refrain from bidding. The bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the bid price of the bidder or any other bidder, or to fix any overhead, profit, or cost element of the bid price, or of that of any other bidder. All statements contained in the bid are true. The bidder has not, directly or indirectly, submitted his or her bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, to any corporation, partnership, company, association, organization, bid depository, or to any member or agent thereof, to effectuate a collusive or sham bid, and has not paid, and will not pay, any person or entity for such purpose.

Any person executing this declaration on behalf of a bidder that is a corporation, partnership, joint venture, limited liability company, limited liability partnership, or any other entity, hereby represents that he or she has full power to execute, and does execute, this declaration on behalf of the bidder.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct and that this declaration is executed on 11/6/13 [date], at Nevada City [city], CA [state]."

 11/6/13
Signature DATE

Linda Eckhart
Printed Name of Signatory

WORKERS' COMPENSATION INSURANCE CERTIFICATE

The Contractor shall execute the following form as required by the California Labor Code, Sections 1860 and 1861:

I am aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the work of this contract.

DATE: 11/6/13

Holdrege + Kull
(Contractor)
By: [Signature]
(Signature)
Secretary
(Title)

Attest:
By: [Signature]
(Signature)
PRESIDENT
(Title)

AMENDMENT No. 2 TO PROFESSIONAL SERVICES AGREEMENT
(City of Auburn and Andregg Geomatics, Inc.)

This Amendment No. 2 ("Amendment") to Professional Services Agreement ("Agreement") is made on this 25th day of November, 2013 at Auburn, California, by and between the City of Auburn, a municipal corporation, 1225 Lincoln Way, Auburn, California 95603 ("City") and Andregg Geomatics, Inc., 11661 Blocker Drive, Suite 200, Auburn CA 95603 ("Contractor").

This "Amendment" modifies the original "Agreement" between the "City" and the "Contractor" dated March 25, 2013 in the following fashion:

- A. "City" and "Contractor" desire to amend the "Agreement" by modifying section 3.1 – Scope of Services as set forth in "Consultant's" November 8, 2013 proposal to "City" attached hereto as Exhibit A-1 and incorporated herein by this reference.
- B. "City" and "Contractor" desire to amend the "Agreement" by modifying section 3.4 – Expiration Date of the "Agreement" to read as follows:

3.3 "Expiration Date": November 30, 2014.

- C. "City" and "Contractor" desire to amend the "Agreement" by modifying the total compensation and costs payable to "Consultant" under this "Agreement" to a not-to-exceed sum of \$28,060.

Initials: (City) _____ (Contractor) BB Page 1 of 4

TO EFFECTUATE THIS AGREEMENT, the parties have caused their duly authorized representatives to execute this Agreement on the dates set forth below.

"City"
City of Auburn

By: _____
Bernie Schroeder
Director of Public Works

Date: _____

"Consultant"
AndreggGeomatics, Inc.

By: B. Bardakjian
Name: Bert Bardakjian
Title: Sr. Project Manager

Date: Nov. 14, 2013

By: Mark J. Bardakjian
Name: Mark J. Bardakjian
Title: Principal, COO

Date: 11-14-2013

Attest:

By: _____
Amy Lind, City Clerk

Date: _____

Approved as to form:

By: _____
Michael G. Colantuono, City Attorney

BB

SCOPE OF SERVICES
Exhibit A-1



We take your position precisely

Ms. Bernie Schroeder, Director Public Works November 8, 2013
City of Auburn
1225 Lincoln Way
Auburn, CA 95603

P13-0576

Tel: 530-823-4211

Via email: bschroeder@auburn.ca.gov

RE: City of Auburn - Palm Avenue Safe Routes To School - Construction Staking
City of Auburn, Placer County, CA

Dear Bernie:

This letter is our proposal to perform construction staking services for the proposed improvements at Palm Avenue. The proposed staking includes staking for contractor's needs at intervals of 23-feet and 50-feet as necessary and is proposed as hourly services based on the existing City of Auburn & ANDREGG GEOMATICS on call agreed Rates.

Task 1 Saw Cut / TCE / Impact Limits

Calculations and staking, roughly 80 points \$ 3,480

Task 2 Storm Drain

Calculations and staking, roughly 30 points \$ 1,740

Task 3 Rough Grade / Slope Staking

Calculations and staking, roughly 164 points \$ 5,270

Task 4 Retaining walls (finish grade)

Calculations and staking, roughly 55 points \$3,950

Task 5 PCWA Pipe

Calculations and staking, roughly 25 points \$ 1,000

Task 6 Finish Grade Asphalt & Curb/Gutter,

Calculation and staking roughly 150 points \$ 5,270

Auburn | Sacramento | Fairfield | Oakland | Los Angeles | Truckee

Corporate

11661 Blocker Drive, Suite 200, Auburn, CA 95603 | 800.400.7072 | 530.885.5798 Fax

www.andregg.com

BB

Page 3 of 4

Professional Services Agreement
City of Auburn /AndreggGeomatics, Inc.

The above estimated fees shall not be exceeded without prior authorization from client and shall remain valid for 30 days.

Our current schedule enables us to begin work at your direction and complete our work in a diligent manner, weather permitting. This schedule is subject to review when work is authorized. If you would like us to proceed, please sign and return a copy of this letter agreeing to the scope of work, the fee and the schedule.

Thank you for this opportunity. If you have any questions or need additional information, please call.

Sincerely,

ANDREGG GEOMATICS



Ben Bardakjian, PLS 8373
Sr. Project Manager



BB

Page 4 of 4

AMENDMENT No. 5 TO PROFESSIONAL SERVICES AGREEMENT
(City of Auburn and Coastland Civil Engineering, Inc.)

This Amendment No. 5 ("Amendment") to Professional Services Agreement ("Agreement") is made on this 25th day of November 2013 at Auburn, California, by and between the City of Auburn, a municipal corporation, 1225 Lincoln Way, Auburn, California 95603 ("City") and Coastland Civil Engineering, Inc., 11810 Kemper Road, Auburn, CA 95603 ("Contractor").

This "Amendment" modifies the original "Agreement" between the "City" and the "Contractor" dated May 10, 2010 in the following fashion:

- A. "City" and "Contractor" desire to amend the "Agreement" by modifying section 3.1 – Scope of Services as set forth in "Consultant's" October 15, 2013 proposal to "City" attached hereto as Exhibit A-1 and incorporated herein by this reference.
- B. "City" and "Contractor" desire to amend the "Agreement" by modifying section 3.2 – Approved Fee Schedule as set forth in "Consultant's" October 15, 2013 fee schedule to "City" attached hereto as Exhibit B-1 and incorporated herein by this reference.
- C. "City" and "Contractor" desire to amend the "Agreement" by modifying section 3.4 – Expiration Date of the "Agreement" to read as follows:

3.3 "Expiration Date": November 30, 2014.

- D. "City" and "Contractor" desire to amend the "Agreement" by modifying the total compensation and costs payable to "Consultant" under this "Agreement" to a not-to-exceed sum of \$222,385.00.

Initials: (City) _____ (Contractor) _____



Page 1 of 6

TO EFFECTUATE THIS AGREEMENT, the parties have caused their duly authorized representatives to execute this Agreement on the dates set forth below.

"City"
City of Auburn

By: _____
Bernie Schroeder
Director of Public Works

Date: _____

"Consultant"
Coastland Civil Engineering, Inc.

By: Joseph V. Machado
Joseph Machado
~~Principal Designer~~ V.P.

Date: 11-18-13

By: John Wanger
John Wanger
CEO

Date: 11-18-13

Attest:

By: _____
Amy Lind, City Clerk

Date: _____

Approved as to form:

By: _____
Michael G. Colantuono, City Attorney

Exhibit A-1
Scope of Services



Coastland

Civil Engineering - Construction Management - Building Dept. Services

October 15, 2013

Ms. Bernie Schroeder, Director of Public Works
City of Auburn
1225 Lincoln Way, Room 3
Auburn, CA 95603

Subject: Proposal to Provide Construction Phase Services for the City of Auburn
Palm Avenue Sidewalk & Bicycle Lane Safe Routes to School Project

Dear Bernie

In response to your request, I am pleased to provide you with this letter proposal to assist the City of Auburn with Construction Phase Services on the Palm Avenue Sidewalk and Bicycle Lane Project. We understand that the project has advertised for construction bids and bids will be opened on November 7, 2013. We understand that the City desires that Coastland perform the following construction support under an amendment to our existing agreement for Engineering Design Services.

SCOPE OF SERVICES

TASK 1 – ONGOING COORDINATION / PROJECT MANAGEMENT

Coastland will attend one (1) project coordination meeting and regular coordination with City staff. Our team is aware of the importance of acting as extensions of City staff and maintaining regular communication with the City over the course of the expected 100-working day period.

TASK 2 – BIDDING ASSISTANCE

Our proposal is based on providing the following services during the bid phase:

- Attend the pre-bid meeting (1 meeting).
- Review pre-bid Requests for Information (RFI's) and provide draft responses to the City for review and dissemination to bidders (assumes assistance with 10 pre-bid RFI's).



- Assist City staff with preparation of three (3) Bid Addenda as needed. We will prepare the addenda in a format suitable to the City for the City's signature and distribution to bidders.
- Review & analysis of bids including a memo outlining Coastland's opinion of the low bidder's bid.

TASK 3 – CONSTRUCTION SUPPORT

Coastland will provide the following services during construction:

- Attend the pre-construction meeting.
- Review and comment on contractor's submittals (assumes a maximum of 12 submittals and 12 re-checks). Submittal reviews will be transmitted to the City for processing and coordination with the contractor.
- Requests for Information (RFI's) (assumes a maximum of ten (10)).
- Review and comment on contractor's Change Order Requests (COR's) (assumes review of fifteen (15) COR's).
- Assist the City with preparation of exhibits or plans and specifications for Contract Change Orders (CCO's) as may be necessary (assumes 16 hours of assistance).
- Site visits of construction in progress as requested by City (assumes maximum of eight (8) site visits).
- Prepare Record Drawings based on red-line drawings submitted by the contractor. A draft copy of the Record Drawings shall be submitted to the City as PDF's and two (2) bond copies. Final Record Drawings will be submitted in AutoCAD format and one (1) Mylar hard copy will be prepared for the City's Resident Engineer's signature.

Please note that the budget we have calculated for this work is based on the assumptions outlined above. If there are more or less RFI's, addenda, submittals or change orders, fee augmentation or reduction may be necessary.

EXCLUSIONS

The following work is not included in our proposal. However, Coastland would be pleased to provide or coordinate these services if the City desires:

- Construction management & inspection.
- Review of trench shoring and safety.
- Materials testing.
- Construction staking.
- Storm water compliance/inspections.
- Utility coordination.



PROPOSED FEES

Based on our scope of work, we are proposing that the services associated with this project be completed for a not-to-exceed amount of \$24,690. The amount quoted is assuming that all of the work for this project will fall under the scope of work as previously described. If additional work is necessary that falls outside of this scope of work, we can either re-negotiate a new scope of work or provide these services on a time and materials basis per our adopted schedule of hourly rates.

Please note that in the not-to-exceed amount, we have included an estimated amount of \$950 for reimbursable expenses (i.e. mileage, printing, plotting, etc.). These reimbursable costs will be billed at cost plus 15%.

Our team is available immediately to begin these services.

We hope this proposal meets with your approval. Please feel free to contact me if you have any questions or are in need of additional information. We appreciate the opportunity and look forward to completing this important project for the City.

Sincerely,




Dane Schilling, PE
Supervising Engineer

cc: John Wanger



Professional Services Agreement
City of Auburn / Coastland Civil Engineering, Inc.

Exhibit B-1
Approved Fee Schedule

 WORK ESTIMATE								
City of Auburn Palm Avenue Sidewalk Construction Phase Services								
Task Information		Billing Classification & Rate					Hours & Cost Information	
Task Description	Principal Engineer	Supervis Engineer	Assoc Engineer	CAD Designer	Const Manager	TOTAL HOURS	TOTAL FEE	Subconsultant / Notes
	\$175	\$160	\$120	\$110	\$140			
1 ONGOING COORDINATION / PROJECT MANAGEMENT								
Coordination Meeting (1)		1				1	\$160	
On Going Coordination		30				30	\$4,800	Based on average of 1.5-hrs/week & 100 working day contract.
Subtotal						31	\$4,960	
2 BIDDING ASSISTANCE								
Pre-Bid Meeting		2				2	\$320	
Pre-Bid RFI's		8				8	\$1,280	Assumes review of 10 RFI's.
Prepare Bid Addenda		6	4	8	1	19	\$2,460	Assumes preparation of 3 addenda.
Review of Bids		1			1	2	\$300	
Subtotal						31	\$4,360	
3 CONSTRUCTION SUPPORT								
Preconstruction Meeting		2				2	\$320	
Submittal Review		21			2	23	\$3,640	Assumes 12 submittals: 1-hr per 1st review & 0.75-hrs per 2nd.
Contractor RFI's		10				10	\$1,600	Assumes 10 RFI's
COR Review		6			1	7	\$1,100	Assumes 15 COR's.
Change Order Assistance		4	4	8		16	\$2,000	T&M estimate
Site Visit		10				10	\$1,600	Assumes 8 site visits
Prepare Record Drawings		4		32		36	\$4,160	Based on 24 sheets & printing on Mylar.
Subtotal						104	\$14,420	
Direct Costs							\$950	Mileage, Reproduction, Mylars
TOTAL COST	0	105	8	48	5	166	\$24,690	

RESOLUTION NO. 13-

RESOLUTION AUTHORIZING CONSULTANT AGREEMENTS WITH HOLDREGE &
KULL, ANDREGG GEOMATICS AND COASTLAND CIVIL ENGINEERING FOR
CONSTRUCTION PHASE SERVICES FOR THE PALM AVENUE SIDEWALK AND
BICYCLE LANE PROJECT

THE CITY COUNCIL OF THE CITY OF AUBURN DOES HEREBY RESOLVE:

That the City Council of the City of Auburn does hereby authorize the Director of Public Works to execute a consultant agreements with Holdrege & Kull for Special Inspections and Material Testing Services in an amount not to exceed \$29,402, Andregg Geomatics for Construction Staking in an amount to exceed \$20,710 and Coastland Civil Engineering for Construction Phase services in an amount not to exceed \$24,690 for the Palm Avenue Sidewalk and Bicycle Lane Project.

A true and correct copy of the Agreements are attached hereto as Exhibit "A."

DATED: November 25, 2013

Kevin Hanley, Mayor

ATTEST:

Stephanie L. Snyder, City Clerk

I, Stephanie L. Snyder, City Clerk of the City of Auburn, hereby certify that the foregoing resolution was duly passed at a regular session meeting of the City Council of the City of Auburn held on the 25th day of November 2013 by the following vote on roll call:

Ayes:

Noes:

Absent:

Stephanie L. Snyder, City Clerk